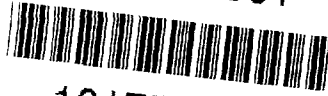


06-15-2001



101752095

2 SHEET
Y

To the Honorable Commissioner of Patents and Trademarks: **FILED** ... **d the attached** original documents or copy thereof.

1. Name of conveying party(ies):
Radiant Photonics, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

6-12-01

2. Name and address of receiving party(ies):
Name: **Silicon Valley Bank**
Internal Address: Loan Documentation HA155

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Street Address: 3003 Tasman Dr.
City: Santa Clara State: Ca ZIP: 95054
Additional name(s) & address(es) attached? Yes No

Execution Date: 5/1/01

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
09/405472 60/219986 09/612049
09/205445 09/742994
09/316323 60/263546
09/519068 60/259446
09/550480 60/269105
09/765863 60/272275

B. Patent No.(s)

60/219986 Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Silicon Valley Bank**
Internal Address: Loan Documentation HA155
Street Address: 3003 Tasman Dr.

6. Total number of applications and patents involved: 13
7. Total fee (37 CFR 3.41):\$ 520.00
 Enclosed
 Authorized to be charged to deposit account

City: Santa Clara State: Ca ZIP: 95054

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

06/15/2001 BTOM11 00000051 09405472
01 FD:581 520.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy

Shannon Hubbard
Name of Person Signing
Shannon Hubbard
Signature

5/31/01
Date

Total number of pages comprising cover sheet: 5

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated May 1, 2001 is between SILICON VALLEY BANK ("Bank") and RADIANT PHOTONICS, INC. ("Grantor").

RECITALS

A. Bank will make advances to Grantor ("Loans") as described in the Loan and Security Agreement (the "Loan Agreement") dated the date hereof between Bank and Grantor, but only if Grantor grants Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works and other intellectual property (the "Intellectual Property Collateral").

B. Grantor has granted Bank a security interest in all of its right, title and interest, presently existing or later acquired to all the Collateral.

C. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

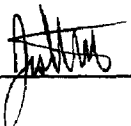
AGREEMENT

Grantor grants Bank a security interest in all of its right, title and interest in its Intellectual Property Collateral (such as the Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C and D), and all proceeds (such as license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements rights throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part.

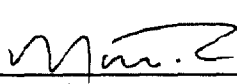
This security interest is granted in conjunction with the security interest granted under the Loan Agreement. Bank's rights and remedies in the security interest are in addition to those in the Loan Agreement and the other Loan Documents, and those available in law or equity. Bank's rights powers and interests are cumulative with every right, power or remedy provided here. Bank's exercise of its rights, powers or remedies in this Agreement, the Loan Agreement or any other Loan Document, does not preclude the simultaneous or later exercise of any or all other right, power or remedy.

BANK:
SILICON VALLEY BANK

GRANTOR:
RADIANT PHOTONICS, INC.



(Signature)



(Signature)

Vice President

(Title)

Cfo

(Title)

EXHIBIT A

Copyrights

Description

Registration/Application
Number

Registration/Application
Date

None

EXHIBIT B**Patents**

BB No.	Title	Application No.	Filing Date	Status
0102	System and Method for Wavelength Division Multiplexing and Demultiplexing	09/405472	24-Sep-1999	Pending
0103	Compression-Molded Three-Dimensional Tapered Universal Waveguide Couplers	09/205445	04-Dec-1998	Pending
0104	Holographic Optical Devices for Transmission of Optical Signals	09/316323	21-May-1999	Allowed
0105	Method, Systems and Apparatus for Providing True Time Delayed Signals Using Optical Inputs	09/519068	03-Mar-2000	Pending
0106	Optical Wavelength Deflection System, Apparatus and Method of Fabrication	09/550480	14-Apr-2000	Pending
0107	All-Polymer Waveguide Polarization Modulator and Method of Mode Profile Control and Excitation	09/765863	18-Jan-2001	Pending
0109	Method for Rebroadcasting Signals in an Optical Backplane Bus System	60/219986	21-Jul-2000	Pending
0110	N x N Optical Switching Array Device and System	09/612049	07-Jul-2000	Pending
0115	Thermally Compensated Wavelength Division Demultiplexer and Multiplexer and Method of Fabrication Thereof	09/742994	20-Dec-2000	Pending
0121	Grating Based Variable Optical Attenuator Array	60/263546	22-Jan-2001	Pending

0124	NxN Optical Switching Devices Based on Thermal-Optic Induced Total Internal Reflection Effect	60/259446	02-Jan-2001	Pending
0125	Wavelength-Division Multiplexer or Demultiplexer Using Expanded-Core Fibers	60/269105	09-Feb-2001	Pending
0126	Add/Drop Module Using Two Full-Ball Lenses	60/272275	28-Feb-2001	Pending
0130	Miniaturized Reconfigurable DWDM Add/Drop System for Optical Communication System	Pending	15 Mar 2001	Pending